

1791

AGREEMENT

BETWEEN

DEPTFORD TOWNSHIP BOARD OF EDUCATION

and

DEPTFORD TOWNSHIP CAFETERIA ASSOCIATION

July 1, 1993 - June 30, 1996

ARTICLE I  
RECOGNITION

A. The Deptford Township Board of Education, Deptford Township, Gloucester County, hereafter known as the Board, hereby recognizes the Deptford Cafeteria Association, hereafter known as the Association, as the exclusive representative for collective negotiation concerning the terms and conditions of employment for personnel under contract and employed by the Board of Education and so assigned as cafeteria employees exclusive of cafeteria managers.

B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Statutes Title 18A.

ARTICLE II  
NEGOTIATION PROCEDURE

A. Consistent with Chapter 123 of the Public Laws of 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. The Board agrees to furnish the Association upon reasonable request, such information as will assist the Association in developing intelligent, feasible and constructive proposals in behalf of the employee, students and school system. This information may include a complete and accurate financial report and tentative budget for the next school year.

C. The Association agrees to furnish the Board and Superintendent upon reasonable request, research information and data, gathered by the Association, that will assist the Board and the Superintendent in the development of sound educational programs.

D. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III  
GRIEVANCE PROCEDURE

**A. Definitions**

1. Grievance is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.

2. Aggrieved is defined as the employee making the complaint.

3. Days means school attendance days.

**B. Time Limits**

A grievance shall be processed within the specified time limits. Time limits may be extended by mutual agreement. Any grievance not advanced from one step to the next within the time limits of that step shall be considered dropped.

**C. Record Keeping**

Documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

**D. Representation**

The aggrieved may be represented at all stages of the grievance procedure by himself or at his option by a representative. When the aggrieved is not represented by the Association, the Association shall have the right to be present as observer. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their representatives and counsel.

E. Procedure

Level I - Step A. Informal

Within ten (10) school days of the time a grievance occurs, the aggrieved shall first discuss this grievance with his food supervisor directly with the objective of resolving the matter informally.

Step B. If the aggrieved person is not satisfied with the disposition of his grievance after informal discussion or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance with his/her food supervisor within ten (10) school days of receipt of the supervisor's answer. The grievance shall be stated in writing and signed by the aggrieved.

The "Statement of Grievance" shall name the individual employee or employees involved, shall state the facts giving rise to the grievance, shall identify the alleged infraction of this Agreement, shall state the contention of the employee with respect to the alleged infraction and shall indicate the specific relief sought.

Level II

If the aggrieved is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the grievance, he may within ten (10) school days of the supervisor's answer file

The Advisory Arbitrator (non-binding) shall be limited solely to making recommendations in cases of alleged violations of the specific article and sections of this Agreement.

The Advisory Arbitrator (non-binding) shall have the authority to confer separately or jointly with the Board, Superintendent, and the Association or to use any other source of information.

The Advisory Arbitrator (non-binding) shall make recommendations for resolution within thirty (30) days. The recommendations shall be submitted to both parties, the Board and the Association. The Board shall render its decision prior to the Advisory Arbitrators (non-binding), recommendations being made public by either party.

The Advisory Arbitrator's (non-binding) recommendations after twenty (20) days may be made public by either party, the Board or the Association.

**G. Costs.**

The costs and expenses incurred in securing and utilizing the services of the Advisory Arbitrator (non-binding) shall be the shared responsibility of the parties engaging his services.

**H. No reprisals shall be taken against any participants by reason of participation.**

**I. The following matters shall not be arbitrable:**

1. The failure or refusal of the Board to renew a contract.
2. Matters where a method of review is prescribed by law or by any rule, regulation of the State, Commissioner of Education or the State Board of Education.
3. Matters where the Board is without authority to act.
4. Matters involving the statutory or discretionary powers of the Board.

E. Procedure

Level I - Step A. Informal

Within ten (10) school days of the time a grievance occurs, the aggrieved shall first discuss this grievance with his food supervisor directly with the objective of resolving the matter informally.

Step B. If the aggrieved person is not satisfied with the disposition of his grievance after informal discussion or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance with his/her food supervisor within ten (10) school days of receipt of the supervisor's answer. The grievance shall be stated in writing and signed by the aggrieved.

The "Statement of Grievance" shall name the individual employee or employees involved, shall state the facts giving rise to the grievance, shall identify the alleged infraction of this Agreement, shall state the contention of the employee with respect to the alleged infraction and shall indicate the specific relief sought.

Level II

If the aggrieved is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the grievance, he may within ten (10) school days of the supervisor's answer file

the grievance in writing with the Superintendent of Schools. At the same time a copy of the grievance shall be given to the supervisor involved. The Superintendent or his designee shall give the aggrieved an answer in writing no later than ten (10) school days after receipt of written grievance. The decision may be announced to the parties concerned.

Level III

If the aggrieved is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after presentation of the grievance to the Superintendent, the aggrieved person may within ten (10) school days file the grievance in writing with the Board of Education. The aggrieved person shall be granted a hearing with the Board of Education within ten (10) school days of the receipt of the written grievance. The Board shall give the aggrieved person an answer in writing within five (5) school days of the date of the hearing.

Level IV

In the event that the grievance shall not have been disposed of at Level III the aggrieved may within thirty (30) school days after the Board's decision refer the unsettled grievance to advisory arbitration (non-binding).

**F. Advisory Arbitration (non-binding)**

The Advisory Arbitrator (non-binding) shall be selected within thirty (30) days following the request of either party to the other, under the rules and procedures of the American Arbitration Association.

## ARTICLE IV

### RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School law.

B. No employee shall be disciplined without just cause. All employee disciplinary matters shall be subject to the contractual grievance procedure through the Board's level. The decision of the Board shall be final.

C. Nothing contained herein shall be construed to deny the Board or Superintendent their rights at any time to call a meeting of the supporting staff to present its position in any matter that in its judgment may affect the educational program.

D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V

PRIVILEGES

A. The Association or its named representatives shall be privileged to transact official union business on property at reasonable time, provided that this shall not interfere with or interrupt any individual assignment or the normal operation of the school.

B. The Association or its named representatives shall be privileged to process school building use applications for unit activities.

C. Representatives of the Association and/or N.J.E.A. must, on coming upon the Board's premises, notify the Superintendent and advise of the purpose of the visit. No visitation shall interfere with or interrupt normal school operations.

D. In the event that the Association wishes to use school buildings, requests therefor shall be submitted to the Superintendent forty-eight (48) hours in advance. The request shall not be granted for meetings which are for the purpose of discussing or planning action which would be adverse to the interests of the Board.

E. The Association may request the use of school equipment, including typewriters, calculating machines, mimeographing machines, other duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use as well as the cost of any repairs

made necessary from such use. Such use may not be for the purpose of preparing materials adverse to the interests of the Board.

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

## ARTICLE VI

### WORK CALENDAR - LENGTH OF DAY - WEEK - YEAR

A. The work calendar shall be as set forth by the Board of Education.

B. The work day shall be the prescribed hours.

C. Work performed in excess of forty (40) hours per week shall be paid at one and one half (1-1/2) times the employee's regular straight-time rate.

1. In the event that an employee is called back to work after having been released for the day, she shall be paid a minimum of two (2) hours' pay at her regular straight-time rate if less than forty (40) hours or at one and one-half (1-1/2) times her regular straight-time if over forty (40) hours.

D. Work Week - The work week shall consist of five (5) working days, Monday through Friday inclusive, when so assigned.

E. Work Year - The work days within the work year shall coincide with the student calendar and/or a minimum of 185 days.

ARTICLE VII

SENIORITY

A. In the event of a vacancy in the bargaining unit, it shall be posted and interested employees may apply. The Board shall review said applications and will give consideration thereto in filling said vacancy. Qualifications and work performance shall be the prevailing factors.

B. Qualifications and work performance shall prevail in the selection of regular assignments within the assigned buildings, provided the employee has the requisite ability to perform the work.

C. For purposes of reduction in force and recall, school district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he or she:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.

D. The principles set forth in N.J.S.A. 18A:28-9 through 11 shall govern reduction in force.

E. In the event of reduction in force, the employees shall retain recall rights for a period not exceeding two (2) years from the date of last employment with the school district.

EXHIBIT B

ARTICLE VII-A

EMPLOYMENT

A. The Board of Education reserves to itself the employment of all cafeteria workers upon recommendation of the Superintendent of Schools.

B. Cafeteria job vacancies shall be posted. The Superintendent or his/her representative shall notify the President of the Union of all vacancies for posting in each working area.

C. All applicants who shall come within this Agreement shall have equal opportunity to qualify for any assignment within the scope of this Agreement. In assigning employees to jobs within the Agreement, the employer shall have the right to select the best qualified. Length of service shall be the factor in selection among equally qualifying individuals.

D. Salary

Unit members hourly rate shall be increased as follows:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
Cook	\$11.78	\$12.28	\$12.88
Preparation Cook	11.62	12.12	12.72

Cafeteria Worker

Initial Rate	10.80	11.30	11.90
After one (1) year of employment	11.40	11.90	12.50

EXHIBIT C

ARTICLE VII-B

EMPLOYMENT - SPECIAL ASSIGNMENT

A. Banquet Service

Special assignment for each type of banquet shall be made on a rotating basis of the seniority list within the following classifications after the posting of each banquet. Forty-eight (48) hours notice shall be given to Union representative pertaining to special assignments.

Cook

Preparation Cook

Cafeteria Worker

B. Salary Guide - Other Than School District Activities:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
Cook	\$12.05	\$12.55	\$13.15
Preparation Cook	11.80	12.30	12.90
Cafeteria Worker	11.60	12.10	12.70

C. Salary Guide - School District Activities

Regular Hourly Rates - Article VII

D. All workers working special assignments shall be given one free meal to be determined by the manager.

## ARTICLE VIII

### ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

A. Transfer of personnel shall take place at the request of the employee or by the chief administrator when it is in the best interest of the children and the school system.

B. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the Superintendent of Schools in writing by February 28th. This request shall include the placement desired and the reasons for the request.

The Superintendent of Schools shall notify the principals and supervisors concerned with the transfer and they in turn shall interview the employee initiating the request.

After consulting with principals and supervisors concerned, the Superintendent shall notify the employee concerning the decision made.

C. Administration Initiated Transfers - After consultation with the principals and supervisors concerned, the Superintendent shall notify the employee whose transfer is pending. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Superintendent shall notify the employee as to the decision of the transfer.

D. Fair Employment Procedures -

1. Employees shall not be reduced in compensation without just cause.

2. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights

in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reasons, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30 days) after receipt of the request therefor.

ARTICLE IX  
EMPLOYEE EVALUATION

A. Principals and supervisors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.

B. Evaluation reports should include strengths, weaknesses, and specific suggestions for improvement.

C. Written evaluation shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

EXHIBIT D

ARTICLE X

SICK LEAVE

A. Definition of Sick Leave - Sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from work by medical authorities.

B. Sick Leave Allowable - All persons who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay as follows:

10 month term - 10 days

11 month term - 11 days

12 month term - 12 days

C. Accumulated Sick Leave - Allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.

D. An employee's unused sick leave at the time of retirement under the teachers' pension program shall be sold back to the Board at the rate of \$12.00 per day, providing the retiring employee has at least fifteen (15) years of service in the Deptford School District. Notice of retirement shall be given by the employee to the Board by October 1st in the school year in which he/she shall retire. Payment shall be in the month of July following retirement.

Failure of an employee to notify the Board of his/her retirement by October 1st aforesaid will delay payment to him/her until the month of July following the July in which he/she otherwise would have received payment.

Effective July 1, 1990, through June 31, 1993, the rate shall be \$12.00 per day.

E. In the event that an employee has exhausted all of his/her sick leave days, the Superintendent may allow unused personal days to be used as sick leave days.

F. Workers' Compensation - Workers' Compensation awards shall be deducted from the regular salary of the employee for the day's absence covered under the Workers' Compensation Act. The time lost from employment under the Workers' Compensation Act shall not be deducted from the days permitted for regular sick leave allowance.

ARTICLE XI  
PERSONAL LEAVE

A. The Board of Education shall grant upon recommendation of the Superintendent of Schools leave per school year (not to be accumulated) to any regularly employed person for the following emergencies or conditions.

1. Death in immediate family - up to five (5) days (immediate family - mother, father, mother-in-law, father-in-law, children, husband, wife, brother, sister, or any relative who has lived within the same household for a period of over two (2) years). Additional emergencies will be judged by the Superintendent by request if the total of five (5) days for bereavement has been used.

2. Personal Business - Up to three (3) days (Personal business - personal business that cannot be conducted outside the normal work day).

a. An employee requesting a personal day shall be required to state the reason in order that a determination can be made whether or not the reason constitutes business that cannot be conducted outside the normal work day. Proof may be required.

b. Unused personal days shall be accumulated as sick days.

NOTE: Employees shall not be granted personal leave days on a day immediately before or after a holiday, vacation period or during the first or last week of the school year.

3. The Superintendent of Schools may grant additional personal leave without pay.

4. Paternity Leave - one (1) day - Birth of a Child.

5. Visitation Leave - One (1) day per year may be granted by the Superintendent of Schools to any personnel, for school visitation and observation in other school systems. In each case a written report shall be submitted to the principal who will forward it to the Superintendent. Arrangements for such visitation shall be made by the building principal, with the approval of the Superintendent.

ARTICLE XII  
MATERNITY LEAVE

A. Maternity Leave shall be as prescribed by law.

ARTICLE XIII  
INSURANCE PROTECTION

A. The Board of Education shall adopt a health insurance plan providing the following:

Blue Cross/Blue Shield "Medallion"

Blue Cross Prescription Plan - Generic: \$5.00 copay;  
name brand: \$10.00 copay.

B. Any employee hired on or after July 1, 1984 for a permanent position involving less than twenty (20) hours of work per week shall be ineligible for insurance coverage under this Agreement.

C. Each employee shall contribute a sum by payroll deduction equal to 3.2% of the monthly premium for "Medallion" and the Board of Education shall pay 96.8%.

D. Effective July 1, 1993, all newly hired employees working 20 or more hours per week shall be eligible to receive individual health insurance coverage on the day after the first anniversary date of their employment.

ARTICLE XIV

WORK RELATED EDUCATIONAL PROGRAMS

A. The Board agrees to pay one hundred and fifty (\$150.00) dollars maximum per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the Superintendent of Schools.

B. Verification of expenses and tuition shall be submitted with a voucher for payment.

ARTICLE XV

LIAISON

A. The Association representative may meet with the Superintendent at least once every calendar quarter during the school year to review and discuss current problems and practices of mutual interest and the administration of this Agreement. Neither the Superintendent nor the Board shall be required to engage in collective negotiations during these meetings.

ARTICLE XVI  
PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. However, the Board or the Board's designee shall solely determine whether or not an unsafe or hazardous condition or task which endangers health exists.

B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil in the absence of a certified person.

C. If an employee is out of work due to an occupational accident or disease for less than seven (7) days, the Board shall pay the employee's salary without charging the time to sick leave.

1. The Board reserves the right to delay payment pending investigation and required medical examinations.

2. The employee shall fully cooperate in processing of the claim through workers' compensation.

ARTICLE XVII  
PERSONAL FREEDOM

A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the work day.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing said activities do not violate any local, state or federal law.

ARTICLE XVIII  
DEDUCTION FROM SALARY

**A. Association Payroll Dues Deduction**

1. The Board agrees to deduct from the salaries of its employees dues for the Deptford Cafeteria Association, the New Jersey Education or the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any person as may from time to time be designated by the Deptford Cafeteria Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

**B. Local, State and National Services**

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

ARTICLE XIX  
MISCELLANEOUS PROVISIONS

A. The Board will be informed only through the Superintendent in any matter requiring its decision. Any employee or employee group should communicate through the proper channels of authority. When the matter requires Board action it shall be directed through proper channels to the Board of Education.

B. It is agreed by both parties that the negotiations will be conducted without use of pressure tactics. The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made."

C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and affect.

D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlled.

E. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education,

the Board of Education is forbidden to waive any rights, responsibilities, obligations or powers granted it by law.

F. There shall be no discrimination in practices and procedures of the school system policies in hiring, training, assignments, promotions, transfer or discipline of employees on basis of race, creed, color, religion, national origin, sex, domicile, marital status, or any Association activities.

G. Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following addresses:

1. If by the Association to the Board:

2022 Good Intent Road  
Deptford, New Jersey 08096

2. If by the Board to the Association;

The school building where the President of the Association is assigned.

H. There shall be no strikes, work stoppages or any other concerted activity designed to deprive the Employer of the services of the employees.

ARTICLE XX

AGREEMENT

It is agreed between the Board of Education of Deptford Township in the County of Gloucester, party of the first part, and the Deptford Cafeteria Association, party of the second part, that the content of this Agreement shall be effective from July 1, 1993, to June 30, 1996.

Resolution of adoption by the Board of Education at the regular meeting of March 16, 1993.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

DEPTFORD TOWNSHIP

For the Board of Education:

Catherine M. Dak

Date: 4/5/93

Attest:

Donald A. Lova

Date: 4/5/93

DEPTFORD CAFETERIA ASSOCIATION

Margaret Spear

Date: 3/24/93

Attest:

Rita Nestor

Date: 3/24/93